

1 **GEOFFREY V. WHITE (SBN. 068012)**
2 **LAW OFFICE OF GEOFFREY V. WHITE**
3 351 California St., Suite 1500
4 San Francisco, California 94104
5 Telephone: (415) 362-5658
6 Facsimile: (415) 362-4115
7 Email: gvwhite@sprynet.com

5 | Attorneys for Plaintiff

E-filing

11 | JUDITH RODDEN,

CV Case 8

2953

19 Plaintiff, JUDITH RODDEN, complains of Defendants, and each of them, and alleges as
20 follows:

JURISDICTION

22 1. This is an action by a participant in an employee welfare benefit plan against the
23 Plan and its named fiduciaries, for injunctive relief and damages to enforce her rights under the
24 Plan to receive long-term disability income benefits, because Defendant Hartford Life &
25 Accident Insurance Co. ("Hartford") has arbitrarily denied her appeal for continued LTD
26 benefits. Jurisdiction is conferred on this Court by Sections 502(e) and (f), 502(a)(1)(A) and (B),
27 and 502(a)(2) and (3) of ERISA, 29 U.S.C. §§1132(e) and (f), 1132 (a)(1)(A) and (B), and
28 1132(a)(2) and (3), and by 29 U.S.C. §1331(a) and 28 U.S.C. §2201.

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

VENUE

2. The Defendant Aecom Technology Corp. Long-Term Disability Plan ("Plan") is
 3 administered within this District, and Defendant Hartford Life & Accident Insurance Co.
 4 ("Hartford") is doing business within this District. Venue is thus proper pursuant to §502(e)(2)
 5 of ERISA, 29 U.S.C. §1132(e)(2).

PLAINTIFF

7. Plaintiff Judith Rodden ("Rodden") is a natural person, and a resident of San
 8 Francisco, California. At all times material, she was an employee of Aecom Technology Corp.
 9 and a participant in the Defendant Plan, within the meaning of Section 3(7) of ERISA, 29 U.S.C.
 10 §1102(7).

DEFENDANTS

12. Defendant Aecom Technology Corp. ("Aecom") was and is a Delaware
 13 corporation, with its principal place of business in Los Angeles, California. At all material
 14 times, Aecom was and is the employer maintaining Defendant Plan, and is therefore a Plan
 15 "administrator", "fiduciary" and "party in interest", within the meaning of sections 3(14), (16)
 16 and (21) of ERISA, 29 U.S.C. §§1002(14), (16) and (21).

17. Defendant Plan was and is an employee welfare benefit plan, within the meaning
 18 of Section 3(1) of ERISA, 29 U.S.C. §1002(1). Plaintiff is informed and believes, and thereon
 19 alleges that at all material times the Plan was fully insured through premiums paid to Hartford
 20 pursuant to that certain Group Insurance Policy No. GLT-675191.

21. Defendant Hartford is, on information and belief, the party designated in the
 22 above Policy to make determinations of disability and benefit payments under the Plan.
 23 Defendant Hartford is therefore allegedly a Plan "administrator", "fiduciary" and "party-in-
 24 interest", within the meaning of sections 3(14), (16) and (21) of ERISA, 29 U.S.C. §§1002(14),
 25 (16) and (21).

FACTS

27. Plaintiff Judith Rodden was employed by Aecom from approximately June 2000
 28 until approximately December 2005 when she was required to leave work to have surgery to

1 relieve pain and radiculopathy in her lumbar spine owing to severe scoliosis. Plaintiff attempted
2 to return to modified work in March 2006 but in May 2006 Defendant Aecom advised Plaintiff it
3 could no longer accommodate her disability and she was laid off. Plaintiff has not worked since
4 that date and has remained disabled from any gainful employment. In December 2007, Plaintiff
5 was approved for Social Security Disability benefits without a hearing, for her disability
6 commencing June 2006.

7 8. In December 2005, Plaintiff submitted her application for Short-Term Disability
8 benefits to the Plan and its insurance carrier, Defendant Hartford. Hartford awarded her Short-
9 Term Disability benefits and then Long-Term Disability benefits, agreeing that Plaintiff was
10 disabled from her own occupation. Nevertheless, Hartford terminated LTD benefits in
11 September, 2007, claiming that a file review by their physician showed she was not disabled at
12 all and could return to full-time work as an architect. Plaintiff timely appealed, and on March
13 27, 2008 and April 24, 2008 submitted extensive medical and other evidence that she remained
14 disabled and entitled to LTD benefits. On May 28, 2008, Hartford denied the appeal and
15 completely ignored all Plaintiff's medical, functional and vocational evidence, stating that
16 another file review by its physician "found" that Plaintiff could work full-time as an architect.

FIRST CLAIM
[Claim for Disability Benefits]

19 9. Plaintiff incorporates by reference and realleges the allegations contained in
20 Paragraphs 1 through 8 above.

21 10. Defendants, and each of them, have failed to comply with their duties under
22 ERISA, the Policy, and applicable Plan documents to afford Plaintiff a full and fair review and
23 determination of her claim for continued long-term disability benefits. Defendant Hartford has
24 ignored Plaintiff's evidence supporting her continued disability, and relied solely on a records
25 review by its physicians in claiming Plaintiff does not suffer from disabling pain and spinal
26 instability from her severe scoliosis, contrary to the opinions and diagnostic tests by all of
27 Plaintiff's treating and examining physicians. Defendant Hartford's denial of benefits and
28 dismissal of Plaintiff's appeal was biased and tainted by its pecuniary conflict of interest, since it

would be required to pay the claim if granted. Hartford's own review noted a "claim reserve" for Plaintiff of approximately \$315,000. Accordingly, this Court may not defer to Hartford's decision, and exercises *de novo* review.

4 11. The standards and procedures used in Hartford's review of Plaintiff's appeal also
5 violated Hartford's obligations under the January 2007 Judgment in favor of the California
6 Department of Insurance in Hartford Life Ins. Co. et al v. State of California, Case No. CPF 05-
7 50518. Accordingly, the Court exercises *de novo* review on this basis as well.

8 12. By their failure and refusal to pay Plaintiff's long-term disability benefits,
9 Defendants, and each of them, violated the terms of the Plan and Policy, and Plaintiff's rights to
10 such benefits pursuant to ERISA Section 502(a)(1)(B), 29 U.S.C. §1132(a)(1)(B).

SECOND CLAIM
[Breach of Fiduciary Duty]

13 13. Plaintiff incorporates by reference and realleges the allegations contained in
14 Paragraphs 1 through 12, above.

14. As the alleged Plan fiduciary responsible for determining claims for benefits,
15 Defendant Hartford was required, pursuant to Part 4 of Title I of ERISA and applicable State
16 law, to discharge its duties with respect to benefit claims prudently, for the exclusive benefit of
17 Plan participants and beneficiaries, and in accordance with the specific fiduciary obligations
18 imposed therein, under the Plan documents, and under Hartford's legal obligations to the
19 California Department of Insurance.

21 15. In its decision to terminate Plaintiff's LTD benefits, and its refusal to provide a
22 full and fair review of her appeal, Defendant Hartford acted arbitrarily and capriciously, in
23 willful disregard of the terms of the Plan and Policy provisions, the medical evidence submitted,
24 and its legal obligations under the above Judgment. At all material times, Defendant Hartford
25 acted herein only in its own financial interest in denying Plaintiff's claim. Accordingly,
26 Defendant Hartford has breached its fiduciary obligations under ERISA, the Plan and the subject
27 Policy.

1 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them as
2 follows:

3 1. On the First Claim: For an Order directing Defendants to pay to Plaintiff the
4 long-term disability benefits to which she is entitled under the terms of the Plan, together with
5 pre-judgment interest from the date such benefits should have been paid.

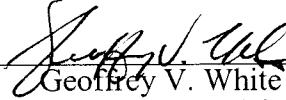
6 2. On the Second Claim: For an Order removing Defendant Hartford as Plan
7 fiduciary and barring it from any further responsibility for claims determinations under the Plan.

8 3. On all Claims:

9 a. For costs of suit herein, including reasonable attorneys' fees; and
10 b. For such other and further relief as the Court deems just and proper.

11 DATED: June 13, 2008

LAW OFFICE OF GEOFFREY V. WHITE

12 By 
13 Geoffrey V. White
14 Attorneys for Plaintiff

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